## MANAGEMENT and OPERATION AGREEMENT RED ROCK PARK

THIS AGREEMENT is made and entered into this 9th day of August 2022 by and between the City of Gallup, a New Mexico a municipal corporation existing by and under the authority of the laws of New Mexico, hereinafter referred to as CITY, and McKinley County, a political subdivision of the State of New Mexico existing by and under the authority of the laws of New Mexico, hereinafter referred to as the MANAGER.

WHEREAS, CITY owns property within §11, T15N, R17W, N.M.P.M. and located in the City of Gallup, County of McKinley and State of New Mexico that is improved with various buildings and parking areas, and is commonly referred to as Red Rock Park (RRP); and

**WHEREAS,** CITY plans to clean up the property, make repairs to certain buildings, and remodel/replace/improve certain areas and facilities at RRP;

WHEREAS, MANAGER is willing to become the MANAGER/OPERATOR of the RRP facilities and oversee the repairs and remodeling improvements for RRP; and WHEREAS, CITY and MANAGER are desirous of entering into a contractual arrangement for MANAGER to manage and operate said RED ROCK PARK.

**NOW THEREFORE,** in consideration of the mutual covenants and agreements hereinafter contained it is agreed by and between the parties hereto as follows:

1. TERM. The term of this Agreement shall commence effective the 1<sup>st</sup> day of October, 2022 and end on the 30th day of June, 2027, unless terminated earlier, as set forth below. This Agreement may be terminated early by either party and for any reason upon 180 days' written notice. With mutual consent, and upon such terms as the parties may agree, this Agreement may be renewed for an additional five (5) year period, commencing July 1, 2027 and ending June 30, 2032. MANAGER agrees to provide CITY with 120 days written notice of its desire to renew the term of this Agreement, and the parties agree to

engage in good faith discussions to reach mutually acceptable terms prior to the renewal date.

- 2. OCCUPANCY. CITY does hereby give and grant unto MANAGER the rights of use and occupancy of all facilities and improvements at the RRP located within §11, of Township 15 North, Range 17 West, N.M.P.M., within the City limits of Gallup, New Mexico; provided, however, that CITY shall retain exclusive use and possession of the building housing the existing Museum and shall, upon reasonable notice to MANAGER, be entitled to conduct such tours or showings of the museum collections in a manner that does not interfere with MANAGER'S use of the premises. As used hereafter, RRP shall not be defined to include any portion of the Museum building. Said RRP property has been improved with buildings, an event arena, and parking spaces, camping sites, animal stalls, and existing personal property (including tools and machinery) needed for the operation of RRP, all of which are included in this Agreement. A map of RRP showing the location of structures and infrastructure attached thereto, along with a listing of personal property (including the tools, machinery, back hoe(s), dump trucks, hand tools, shovels, and rakes, etc.) owned by CITY and to be used by MANAGER in the operation of RRP are attached as Exhibits "A" and "B," respectively.
- 3. OPERATIONS AND EXCLUSIVE USE. CITY and MANAGER agree that during the term of this agreement MANAGER shall have the exclusive use of RRP. MANAGER will manage the premises as an events center and provide related services. MANAGER agrees to conform and comply with all applicable city, county, state and federal ordinances, laws, rules and regulations in using the said premises; and not to use or suffer to be used the premises in any manner in contravention of any applicable city, county, state or federal ordinances, laws, rules and regulations or so as to create any nuisance. MANAGER further agrees that CITY has entered into a number of contracts for events at RRP predating the effective date of this Agreement. A list of the events is attached to this Agreement as Exhibit "C." MANAGER will honor all listed contracts and provide all services required by the contracts. MANAGER will invoice CITY for the deposits paid by the event organizers, which CITY agrees to pay within 30 days. All additional payments to

be made pursuant to the contracts shall be paid directly to MANAGER by the event organizers. To the extent that MANAGER requests that CITY provide employees to assist with such events, or for any other reason or activity contemplated by this Agreement, CITY will provide such employees, if feasible, and will invoice MANAGER for the employees' time at the employees' usual hourly rates, or the employees' overtime rates, if applicable. MANAGER agrees to pay such invoices within 30 days.

- **4. PAYMENTS.** In consideration for operating the RRP, the CITY will make the conditions listed within this Agreement as the payments to MANAGER:
  - (a) CITY to transfer and grant to the MANAGER for such management and operation services the Fiscal Agency over any and all Legislative Construction, Design, Build, etc., money for RRP, together with the sum of \$337,500.00 for the period of October 1, 2022 through June 30, 2023. City agrees to further transfer and grant to Manager the sum of at least \$450,000.00 annually beginning July 1, 2023 and continuing through the term of this Agreement.
  - (b) MANAGER will budget and transfer for the remainder of management and operations an amount equal to that contributed by CITY each year, or portion thereof. Any amount not spent by MANAGER on operational or management expenses shall be placed into a fund for future improvements to the premises. Both the CITY and MANAGER through their governing boards, must budget and approve operations money from whatever source. In the event that any sums remain in the foregoing management and operations account upon the termination of this Agreement, such sums shall be divided equally between CITY and MANAGER.
  - (c) CITY will not, after the effective date of this Agreement, sell, abdicate or assign any operations or make any lease or use agreement with the State or Navajo Nation.
  - (d) City will allow all City employees to apply for other open positions within the City based upon the layoff provisions of its Personnel Policies and Procedures and consistent with any applicable Collective Bargaining Agreements.

MANAGER shall allow any current RRP City employee desiring to submit an application to become a County Employee, subject to continued management of RRP by the County.

- 5. CONDITION OF PREMISES. MANAGER has made a cursory examination of the said premises prior to the execution hereof, generally knows the condition thereof, and acknowledges that MANAGER is receiving the said premises and buildings in their existing condition.
- 6. REPAIR AND MAINTENANCE. CITY and MANAGER state that there have been conversations about the condition and/or repair of the said premises and that they have discussed various plans and priorities for making repairs and improvements.
  - (a) All minor repairs to facility, systems, and equipment, including but not limited to doors, windows, trim, drains and pipes to any areas of the building, HVAC, plumbing etc., shall be repaired and maintained by MANAGER out of the allocated operation funds. Minor repairs are defined in Section 9(d) below. CITY may make inspections of the property and keep reports of the inspection on file in order to promote the upkeep of the property. MANAGER shall make a yearly inspection report on the property to give to the CITY for the planning and budgeting process.
  - (b) MANAGER will promptly notify CITY of any problems of any major structural repairs needed, including those to the water system and sewer lines or other utilities located outside of the building(s).
  - (c) MANAGER and the CITY will meet, at the request of either party, to review proposed capital improvements or major repairs to the facility/building(s) and to review methods of financing such capital improvements or repairs. The CITY within its annual budgetary constraints can choose to finance or partially finance the repair or replacement. Any decision of the CITY to participate in financing the repair or replacement must be given in writing before the repair or replacement is made; and MANAGER must follow the proper procurement procedures after the CITY's decision to participate with

financing any repair or replacement. The CITY in good faith will consider various way(s) of financing, including the use of grants and loans to finance the cost of such capital improvements or replacements or repairs.

- (d) The work of repairing or replacement at this level are contingent upon sufficient appropriations and authorization being made by the Gallup City Council for the performance of this section. The CITY's decision as to whether sufficient appropriations are available shall be accepted by MANAGER and shall be final.
- (e) At the expiration (or early termination) of this contract, or any renewal or extension thereof, MANAGER will yield up peaceably the said premises to CITY.
- 7. UTILITY AND OTHER CHARGES AND COSTS. CITY has been paying for all utilities for the park and has funded the utilities from the revenue received (general fund revenue) from RRP. The utilities are estimated to be \$200,000.00 a year. MANAGER shall be responsible for electricity, water, sewer, telephone, internet, and solid waste charges for the facilities at RRP and shall account for that expense in the general operation fund. CITY agrees to sell MANAGER the required electricity, water, sewer, and solid waste services at its prevailing municipal rate. MANAGER shall place all revenue generated by the RRP into the operation fund to offset the utility expenses and other expenses of the RRP.
- 8. LIABILITY AND THE TORT CLAIMS ACT. MANAGER agrees to assume liability for the operations and management of all the facilities (excluding the Museum building) of RRP as governed by the New Mexico Tort Claims Act. CITY, as owner of all land and facilities at RRP, shall continue maintaining insurance for property damage.
- 9. COMPLIANCE WITH LAWS AND REGULATIONS. MANAGER agrees to comply with all State, Federal, County, or local regulations regarding operation of an event center park.

- 10. DUTIES OF THE PARTIES. As part of the consideration for this contract, CITY and MANAGER further specifically agree as follows:
  - (a) MANAGER shall be responsible for general routine maintenance, upkeep and snow removal of the parking lot(s). MANAGER shall be responsible for the general routine maintenance, upkeep and snow removal of all sidewalks and other areas adjacent to the buildings on the premises.
  - (b) MANAGER shall provide all janitorial services and provide the necessary supplies for the operation of the RRP, including but not limited to cleaning and sanitizing of the premises, towels, toilet paper, light bulb replacement, etc.
  - (c) MANAGER shall and will keep the premises in a safe, sanitary and clean condition and shall dispose of all debris and other waste matter which may accumulate within the building(s).
  - (d) That all minor repairs to doors, windows, trim, drains and pipes to any areas of building(s), shall be repaired and maintained by MANAGER. Minor repairs are defined as any individual repair totaling no more than \$5,000...
  - (e) That any repairs, improvements, alterations, or fixtures other than those of a removable nature, made or installed by MANAGER in the building under this Agreement shall, from the date of such installation or making thereof be the property of CITY for use at RRP, unless otherwise provided by agreement prior to said installation.
  - (f) CITY states that it complied with all requirements of, and made all repairs required by, the September 27, 2004 Settlement Agreement Between the United States of America and the City of Gallup Under the Americans with Disabilities Act (DJ 204-49-77) as relate to RRP. If during the term of this agreement, or any extension thereof, any issue related to the premise's compliance with ADA requirements is brought to the attention of CITY or MANAGER by any governmental agency, CITY agrees to pay the cost of complying with any ADA requirements after applying the major or minor repair analysis under this

Agreement. If the CITY'S inability to timely make any required modifications materially prevents MANAGER from exercising its rights under this Agreement, MANAGER may terminate the Agreement upon 90 days' written notice.

11. MANAGER'S LIABILITY AND INSURANCE. The MANAGER shall and will be liable for every claim and demand of whatsoever nature made on behalf of or by any person, persons, firms, partnership, corporation, or otherwise for any wrongful act or omission on the part of MANAGER, its agents, servants, and/or employees, and from all loss and damage for reasons of such actions or omissions of MANAGER'S operation activities. MANAGER shall maintain public liability insurance as provided by the New Mexico Counties Insurance Authority (NMCIA) (a self-insurance Pool of which McKinley County is a member) to provide for operation and maintenance actions under the New Mexico Tort Claims Act. CITY shall maintain its policy/coverage against any property damage of the facilities owned by the City.

MANAGER shall provide suitable insurance coverage pertaining to its specific activity and provide the following:

- (a) To require NMCIA to provide CITY with fifteen (15) days minimum notice in writing prior to cancellation or discontinuance of any insurance coverage.
  - (b) A copy of the NMCIA certificate of insurance.
- (c) MANAGER shall provide the following coverage: General liability policy of not less than \$1,000,000.00 to cover the required aspects of MANAGER'S activities, including bodily injury, negligence and other aspects of the intended use and operation of the RRP.
- 12. CITY'S LIABILITY AND INSURANCE. CITY shall maintain insurance coverage upon building(s) and property and infrastructure owned by it, insuring said buildings and property against loss by fire, wind and other hazards as CITY determines as necessary.
- 13. DAMAGE OR DISTRUCTION TO BUILDING OR IMPROVEMENTS.

  In the event of damage or destruction of the facility by fire or otherwise, which shall cause

substantial injury or undue hardship upon either party by reason of any of the provisions of this Agreement which either party would not have made had they known such changes would have occurred during the term of this Agreement or any extension provided herein, then such party, so injured, may request a renegotiation of the rights, privileges and obligations under this Agreement.

- 14. ASSIGNMENT. MANAGER shall not and will not at any time assign or transfer this Agreement, or any interest therein, without the prior written consent of CITY; however, CITY acknowledges that MANAGER will make event contracts and hire event operators and managers as needed for each event.
- 15. NOTICE. Any notice, request or instruction to be given hereunder by either party to the other shall be in writing and mailed to them by Certified Mail, postage prepaid, duly posted to the addresses set forth below:

CITY:

City Manager City of Gallup 110 West Aztec Gallup, New Mexico 87301

**MANAGER:** McKinley County.

c/o County Manager 207 W. Hill, 3<sup>rd</sup> Floor Gallup, New Mexico 87301

- 16. SEVERABILITY. Should any section, paragraph, clause, or provision of this agreement, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this agreement.
- 17. CONTROLLING LAW. This Lease shall be construed and enforced in accordance with the laws of the State of New Mexico, and venue shall lie for any dispute in the Eleventh Judicial District for the State of New Mexico.
- 18. THIS AGREEMENT EMBODIES ALL AGREEMENTS BETWEEN
  THE PARTIES. It is covenanted and agreed by and between the parties hereto that this
  Management Agreement incorporates all of the agreements, covenants and understandings

between the parties hereto concerning the subject matter hereof, and that all such covenants, agreements and understandings have been merged into this written Agreement. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

THIS AGREEMENT is entered into the date first written above.

Attest:

Alfred Abeira, City Clerk

McKINLEY COUNTY NEW MEXICO:

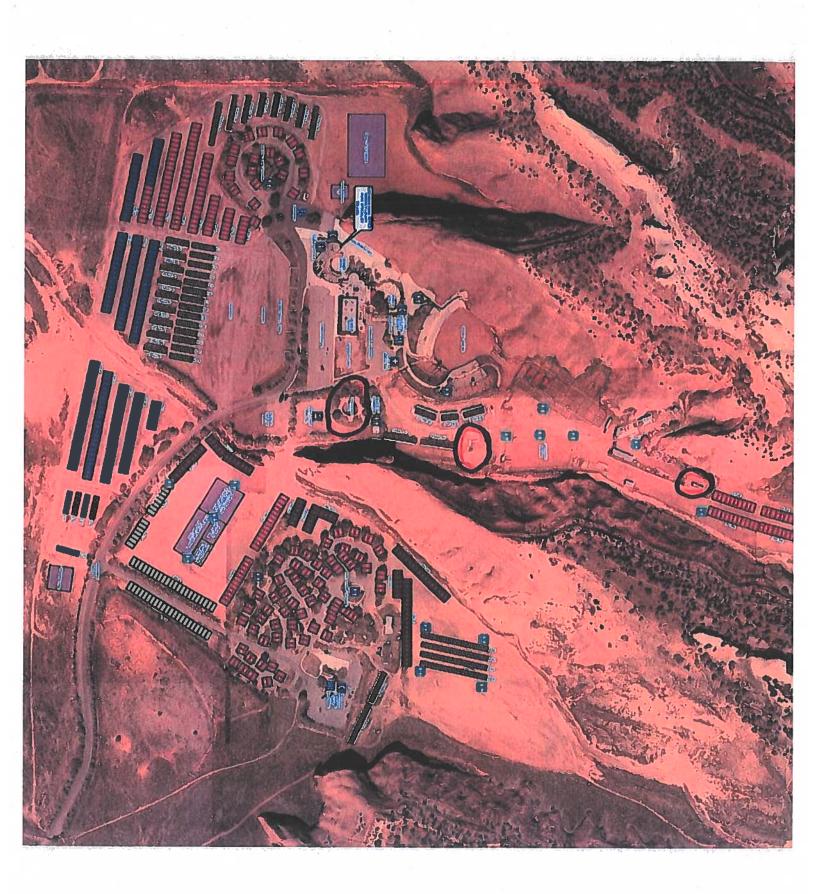
Bv

Billy Moore, Chairman

AttestUN

Jaqueline K. Sloan, County Clerk

## EXHIBIT "A" Description of Premises



#### EXHIBIT "B"

Personal property/Equipment

Card Number	Usage Type	Departme nt	Emboss Line 2	Plastic Type	Authorization Profile	Prompting Statu	Last issue S Date	Custom Vehicle/Asset ID	Asset Type	VIN	Vehicle Description	Make	Model	Year License Plate	License Plate State / Province	License Plate Country	Comments and Changes
			92 GMC 1/2 TN TRK		<b>Custom Control</b>	Odometer & Driver ID Active	e ########	92 GMC 1 2 TN TRK	Vehicle	1GTEK14H2NZ513470	UNIT 511	GMC	SIERRA	1992 G11719	NM	US	We do not have this unit. Vince believes it was red tagged by the vehic
			93 FORD LT9 TRUCK 92 GMC DUMP TRCK		Custom Control	Odometer & Driver ID Active					UNIT 376	FORD	F150	1993 G86916	NM	US	shop. I do have a gas card for this unit (it has not been used).
	Vehicle/Asset Card			On Road Vehicle	Custom Control Custom Control	Odometer & Driver ID Active Odometer & Driver ID Active			Vehicle Vehicle	1GDK7H1J9NJ503114	UNIT 486		DUMP TRUCK	1992 G65470		US	
			CASE 621F LOADER	On Road Vehicle		Odometer & Driver ID Active	e #########	2013 CSE 621F LDR		NEF22142000000000	EQUIPMENT UNIT 485	CASE	S21F	2013 N/A	NM NM	US US	
			2001 GMC 3/4 TON 96 GMC CLUBCAB PU			Odometer & Driver ID Active Odometer & Driver ID Active			Vehicle	0-111112 10712222024	UNIT 536	GMC	SIERRA	2001 G42056		US	
	Vehicle/Asset Card		97 FORD P U	On Road Vehicle		Odometer & Driver ID Active					UNIT 482	CHEVY	SILVERADO	1997 G30321	NM	US	We do not have this unit Mose belleves to
			00 GMC 3 4 TON PU							1FTDF18W7VKC52421		FORD	F150	1997 G24115	NM	บร	We do not have this unit. Vince believes it was red tagged by the vehic shop. There is no gas card for this unit.
	Vehicle/Asset Card					Odometer & Driver ID Active			Vehicle	1GTGK24R3YR185424	UNIT 373	GMC	SIERRA	2000 G43679	NM	US	
43213	Verille/Asset Card	RED ROCK	89 DITCH WITCH	On Road Vehicle	Custom Control	Odometer & Driver ID Active	. ########	89 DITCH WITCH	Vehicle	1DS0000U8K17F2262	UNIT 544	DITCH WITCH		1989 G10161	NM	US	We do not have this unit. Vince said it is with the Electric Department ?  do have a gas card for this unit (it has not been used).
			B6 MACK WATER TRK		Custom Control	Odometer & Driver ID Active	. Анналины	86 MACK WATER TRK	Vehicle	1M2AY40C9GM001595	UNIT 368	MACK	WATER TRUCI	( 1986 G19398	NM	U\$	We do not have this unit. Vince said it has been 10 years since we've hat that water truck. I do have a gas card for this unit (it has not been used
			JOHN DEERE TRACT			Odometer & Driver ID Active			Vehicle	1LV5100ECFY441351	UNIT 475	JOHN DEERE	TRACTOR	2015 N/A	NM	US	I do not have a gas card for this unit.
	Vehicle/Asset Card Vehicle/Asset Card		91 CHEVY 3/4 T PU 19 FORD 350	On Road Vehicle On Road Vehicle		Odometer & Driver ID Active Odometer & Driver ID Active				1GBGC24K8ME127458		CHEVY		1991 G10575		US	Bay care for this diff.
	•					Canifer a pilati in William		19 FORD 350	venicie	1FDRF3H62KEF55291	UNIT 375	FORD	F350 SD	2019 07710G	NM	US	

I have a gas card for a unit 481 card number 4821-1 but no Unit on this list under that number. Its for a 90 Chev 1/2T PU

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#### ASSET REGISTER BY LOCATION

PAGE 1

SELECTION CRITERIA:

TYPE - M&E

LOCATION - 3550

STATUSES - ALL STATUSES

CLASS - ALL CLASSES

PROJECT - ALL PROJECTS

ACQUISITION METHOD - ALL ACQUISITION METHODS

DEPRECIABLE - BOTH DEPRECIABLE & NON-DEPRECIABLE

DEPARTMENT - ALL DEPARTMENTS

DIVISION - ALL DIVISIONS

ACTIVITY - ALL ACTIVITIES

PRINT MISC INFO - NO

ACQUISITION DATE - FROM EARLIEST TO LATEST

DISPOSAL DATE - FROM EARLIEST TO LATEST

## ASSET REGISTER BY LOCATION

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#### ASSET REGISTER BY LOCATION

CITY OF GALLUP, NEW MEXICO

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### ASSET REGISTER BY LOCATION

CITY OF GALLUP, NEW MEXICO PAGE 4 ASSET NBR / IMPROVEMENT NBR / DESCRIPTION TAG/REP# VENDOR NBR VENDOR NAME CHECK NER CHECK DATE ASSIGNED: DEPR CALC MANUFACT STATUS COST CENTER CODE TYPE ACQUISITION: LIFE REM INS COVERAGE PURCHASE COST METHOD DISPOSAL: LIFE SALVAGE VALUE CAPITAL COST COM CODE TYPE LOCATION PROJECT YTD DEPR DATE DATE ASSET CLS SERIAL NUMBER LTD DEPR DEPR EXP ACCT PO NBR METHOD BOOK VALUE ASSET ACCOUNT ACCUM DEPR ACCT NEW/USED PRICE PUNDING SOURCE INVESTMENT ACCOUNT G0099917 ARENA DRAG/GROOMER ATTACHMENT 248720 5/15/2020 10 25 041 Y P DIRECT PURCHASE DIRECT PURCHASE .\_ 4/30/2020 0/00/0000 . 00 7350.00 ACTIVE RED ROCK .00 .00 201 MACHINERY & EQUIPMENT SEE BELOW SEE BELOW 092748 1225.00 1531.24 1253 N .00 5818.76 SEE BELOW SEE BELOW ASSET ACCOUNT DEPR EX ACCT 10100001512005 10110254114820 10100001512005 10150554354820 STATUS ACCUM DEPR ACCT FUNDING SOURCE PERCENT Y-T-D L-T-D 10100001512006 I 101 100.00 .00 .00 .00 1225.00 1531.24 10100001512006 101 100.00 LOCATION 3550 NON-DISPOSED SUBTOTALS: DEPRECIABLE: 11 ASSETS .00 419,427.82 .00 .00 42,127.81 280,056.50 139,371.32 NON-DEPRECIABLE: 0 ASSETS .00 .00 .00 .00 .00 .00 .00 TOTAL: 11 ASSETS .00 419,427.82 .00 .00 280,056.50 42,127.81 139,371.32

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#### ASSET REGISTER

BY LOCATION CITY OF GALLUP, NEW MEXICO PAGE 5 ..... ASSET NBR / IMPROVEMENT NBR / DESCRIPTION TAG/REF# VENDOR NBR VENDOR NAME CHECK NBR CHECK DATE ASSIGNED: DEPR CALC ACQUISITION: LIFE REM INS COVERAGE PURCHASE COST MANUFACT STATUS COST CENTER CODE TYPE METHOD DISPOSAL: LIFE SALVAGE VALUE CAPITAL COST COM CODE TYPE LOCATION DATE DATE PROJECT YTD DEPR LTD DEPR ASSET CLS SERIAL NUMBER DEPR EXP ACCT PO NBR METHOD BOOK VALUE ASSET ACCOUNT ACCUM DEPR ACCT NEW/USED PRICE FUNDING SOURCE INVESTMENT ACCOUNT LOCATION 3550 DISPOSED SUB-TOTALS: DEPRECIABLE: 3 ASSETS .00 88,507.00 .00 .00 .00 88,507.00 .00 NON-DEPRECIABLE: 0 ASSETS .00 .00 .00 .00 .00 .00 .00 TOTAL: 3 ASSETS .00 88,507.00 .00 .00 .00 88,507.00 .00

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#### ASSET REGISTER BY LOCATION

CITY OF GALLUP, NEW MEXICO			BOCATION			PAGE 6
ASSET NBR / IMPROVEMENT NBR / DESCRI CHECK NBR CHECK DATE MANUFACT STATUS COM CODE TYPE ASSET CLS SERIAL NUMBER ASSET ACCOUNT	ASSIGNED: DEPR COST CENTER CODE LOCATION DEPR EXP ACCT ACCUM DEPR ACCT FUNDING SOURCE	CALC TYPE	TAG/REF# ACQUISITION: METHOD DISPOSAL: DATE DATE PO NBR METHOD NEW/USED PRICE INVESTMENT ACCOUNT	VENDOR NBR LIFE REM LIFE PROJECT	VENDOR NAME INS COVERAGE SALVAGE VALUE YTD DEPR	PURCHASE COST CAPITAL COST LTD DEPR BOOK VALUE

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## ASSET REGISTER BY LOCATION

						PAGE 7
				* *	INS COVERAGE SALVAGE VALUE YTD DEPR	PURCHASE COST CAPITAL COST LTD DEPR BOOK VALUE
GRAND TOTAL	NON-DISPOSED	TOTALS:	DEPRECIABLE:	11 ASSETS	.00	419,427.82
					.00	.00
					42,127.81	280,056.50
						139,371.32
						100,0,1.32
	8		NON-DEPRECIABLE:	0 ASSETS	.00	.00
					.00	.00
					.00	.00
						.00
			TOTAL:	11 100000		
			TOTAL.	11 ASSETS	.00	419,427.82
					.00	.00
					42,127.81	280,056.50
						139,371.32
GRAND TOTAL	DISPOSED	TOTALS:	DEPRECIABLE:	3 ASSETS	.00	00 505 00
					.00	88,507.00
					.00	.00 88,507.00
						.00
			15.			
			NON-DEPRECIABLE:	0 ASSETS	.00	.00
					.00	.00
					.00	.00
						.00
			TOTAL:	3 ASSETS		
			<del></del>	2 M33810	.00	88,507.00
					.00	.00
					.00	88,507.00
						.00

# EXHIBIT "C" Existing Contracts

[To be provided]